

## Exhibit 11 (Part 2)

she receives and the amount that would have been withheld as employee contributions since her Presumptive Hire Date, her amount of creditable service for retirement benefits will be determined by the MSRB and calculated based solely on the amount of any employee contributions withheld from any Backpay award she receives; or

c. If the Interested Applicant reimburses the MSRB, before she retires, pursuant to terms and conditions established by the MSRB, for any portion of the difference between any employee contribution amount withheld from any Backpay award she receives and the amount that would have been withheld as employee contributions since her Presumptive Hire Date, her amount of creditable service for retirement benefits will be determined by the MSRB and calculated based on the amount of employee contributions actually made.

56. For any Interested Applicant who does not receive Priority Hire Relief or Delay Hire Relief but who is otherwise eligible to participate in the MSERS or who becomes eligible to participate in the MSERS:

a. If the Interested Applicant wishes to have the time between her Presumptive Hire Date and the date she is issued any Backpay award counted as creditable service for retirement purposes, she will be required to reimburse the MSRB, before she retires, pursuant to terms and conditions established by the MSRB, for the difference between any employee contribution amount withheld from any Backpay award she receives and the amount that would have been withheld as employee contributions between her Presumptive Hire Date and the date she is issued any Backpay award, based on the salary she would have earned had she been employed with the MDOC; or

b. If the Interested Applicant chooses not to reimburse the MSRB for the difference between any employee contribution amount withheld from any Backpay award she receives and the amount that would have been withheld as employee contributions between her Presumptive Hire Date and the date she is issued any Backpay award, her creditable service for retirement purposes will be determined by the MSRB and calculated based solely on any amount of employee contributions withheld from any Backpay award she receives; or

c. If the Interested Applicant wishes to have a portion of the time between her Presumptive Hire Date and the date she is issued any Backpay award counted as creditable service for retirement purposes and she reimburses the MSRB, before she retires, pursuant to the terms and conditions established by the MSRB, for a portion of the difference between any employee contribution amount withheld from any Backpay award she receives and the amount that would have been withheld as employee contributions between her Presumptive Hire Date and the date she is issued any Backpay award, her amount of creditable service for retirement benefits will be determined by the MSRB and calculated based on the amount of employee contributions actually made.

**B. Priority Hire Relief with Retroactive Seniority**

57. Defendants shall make up to thirty (30) Priority Hires of Interested Applicants eligible for Priority Hire Relief for the positions of CO and CPO at the MDOC. If there are more than thirty (30) Interested Applicants who qualify for Priority Hire Relief, Defendants, in their sole discretion, shall make offers of Priority Hire Relief to Interested Applicants in accordance with the MDOC's usual hiring practices.

58. In order for an Interested Applicant's hiring to count as a Priority Hire, the Interested Applicant must be listed as Priority Hire eligible on the Operative Final Individual Relief List and must be hired by Defendants and commence the Academy after receiving an offer of Priority Hire.

59. To be currently qualified for an offer of Priority Hire, an Interested Applicant must appear for and successfully complete: (a) the New Physical Test or an interim physical test if one is offered; and (b) all other pre-offer selection procedures then in effect, which may include a medical/physical examination, a psychological screening, and a drug screening. An Interested Applicant will be required to undergo a background investigation, including a criminal history check. Failure to meet the requirements of Mass. Gen. Laws ch. 125, § 9 shall disqualify an Interested Applicant from eligibility for Priority Hire Relief. An Interested Applicant will not need to repeat the civil service examination, which was completed as of the date the Interested Applicant failed the Caritas PAT.

60. If Defendants determine that any Interested Applicant listed on the Operative Final Individual Relief List is currently unqualified for the CO or CPO position, Defendants shall, within ten (10) days of making such determination, send the United States written notice of the determination, the basis of the determination and any supporting documentation permitted by law. If the United States disagrees with Defendants' determination, it shall notify Defendants in writing and the Parties shall make a good faith effort to resolve the disagreement. If the Parties are unable to resolve the disagreement, the Parties shall employ the dispute resolution process set forth in Section VIII of this Agreement.

61. An offer of Priority Hire is made to an Interested Applicant only when Defendants mail to the Interested Applicant, by certified U.S. mail, return receipt requested, a written offer of employment for the Entry-level CO or CPO position, prominently indicating:

- a. that the offer constitutes Priority Hire Relief, as provided by this Agreement;
- b. that the Interested Applicant is entitled to Retroactive Seniority as of her Presumptive Hire Date, as provided by this Agreement;
- c. the beginning salary and benefits the Interested Applicant will receive if the offer is accepted;
- d. that there will be a subsequent letter notifying the Interested Applicant of the date on which she will enter the Academy if the offer is accepted;
- e. the telephone numbers at which the Interested Applicant may contact the Commonwealth, the MDOC and the United States with any questions regarding the Priority Hire Relief; and
- f. that the Interested Applicant has thirty (30) days from the date on which the written offer of Priority Hire was sent to notify Defendants that she accepts the offer.

Defendants shall copy the United States on each letter containing an offer of Priority Hire.

62. Interested Applicants eligible for Priority Hire Relief shall make up no less than thirty five percent (35%) of the hires in each Academy for the Entry-level CO and CPO positions until the earlier of:

- a. thirty (30) Priority Hires have been made; or

b. the group of Interested Applicants eligible for Priority Hire Relief, as indicated on the Operative Final Individual Relief List, is exhausted (*i.e.*, all have either been hired, rejected an offer of Priority Hire, or are not currently qualified as described in Paragraph 59).

63. If an Interested Applicant fails to timely accept Defendants' offer of Priority Hire, or if the Interested Applicant fails to report to the Academy on the start date identified in Defendants' offer of Priority Hire, without good cause, Defendants' obligation to provide Priority Hire Relief to that Interested Applicant ceases.

64. No later than thirty (30) days after the beginning of any Academy for which offers of Priority Hire have been made, Defendants shall provide to the United States a written report identifying the name of each Interested Applicant who accepted such an offer of Priority Hire for that Academy, whether or not each Interested Applicant who accepted an offer of Priority Hire was actually hired by Defendants, and a statement of the reason(s) that any Interested Applicant to whom an offer of Priority Hire was made was not hired, if any.

65. On the date on which an Interested Applicant who was hired as a Priority Hire under this Agreement begins her first day at the Academy, Defendants shall credit the Interested Applicant with Retroactive Seniority in the CO or CPO position that corresponds to the Interested Applicant's Presumptive Hire Date, as provided by this Agreement.

66. Nothing in this Agreement shall preclude any Interested Applicant from applying for hire or being hired into the Entry-level CO or CPO position under any of Defendants' regular selection processes. However, hire of an Interested Applicant under one of Defendants' regular selection processes shall not be counted toward fulfillment of Defendants' Priority Hire Relief

obligations under this Agreement. Hire of an Interested Applicant under one of Defendants' regular selection processes shall not affect the Interested Applicant's eligibility for Backpay under this Agreement. Defendants also may not refuse to select an Interested Applicant under one of its regular selection processes because the Interested Applicant is eligible for Priority Hire Relief or Backpay under this Agreement.

**C. Delay Hire Relief with Retroactive Seniority**

67. The Parties shall establish the list of Interested Applicants eligible for Delay Hire Relief with Retroactive Seniority. Within thirty (30) days after the date of approval of the Operative Final Individual Relief List, Defendants shall notify by certified mail, return receipt requested, each Interested Applicant who is designated on that list as eligible for Delay Hire Relief that her Retroactive Seniority is being applied to her position at the MDOC. Defendants shall copy the United States on each notification of Delay Hire Relief.

**D. Individual Relief Final Approval Process**

**i. Preliminary Eligibility for Individual Relief**

68. Within fourteen (14) days after the date of Final Approval of this Agreement, Defendants shall send a copy of the Notice of Approval of Settlement Agreement and Interest in Relief form, attached to this Agreement as **Appendix H**, by certified U.S. mail, return receipt requested, to the last known address of each of the Applicants (*i.e.*, individuals listed in **Appendix B** and individuals entitled to Delay Hire Relief).

69. Defendants shall keep records of all notices required by Paragraph 68 that are returned as undeliverable. Within fourteen (14) days of being notified by the United States Postal Service ("USPS") that a mailing is undeliverable, Defendants shall provide to the United